Exhibit V   RFP No. JIT568179

ELECTRONIC DATA INTERCHANGE
Trading Partner Agreement

JPL and the Contractor agree to facilitate purchase related transactions ("Transactions") by electronically transmitting and receiving data in agreed formats in substitution for conventional paper-based documents and to assure that such Transactions are not legally invalid or unenforceable as a result of the use of available electronic technologies for the mutual benefit of the parties.

Section 1. <u>Prerequisites.</u>

1.1   <u>Documents: Standards.</u> Each party may electronically transmit to or receive from the other party any of the transaction sets listed in the Appendix, [transaction sets which the parties regularly transmit] and transaction sets which the parties by written agreement add to the Appendix (collectively "Documents"). Any transmission of data, which is not a Document, shall have no force or effect between the parties. All Documents shall be transmitted in accordance with the standards set forth in the Appendix.

1.2. <u>Third Party Service Providers.</u>

1.2.1 Documents will be transmitted electronically to each party either, as specified in the Appendix, directly or through any third party service provider ("Provider") with which either party may contract. Either party may modify its election to use, not use or change a Provider upon 30 days prior written notice.

1.2.2 Each party shall be responsible for the costs of any Provider with which its contracts, unless otherwise set forth in the Appendix.

1.2.3 Each party shall be liable for the acts or omissions of its Provider while transmitting, receiving, storing or handling Documents, or performing related activities, for such party; provided, that if both parties use the same Provider to effect the transmission and receipt of a Document, the originating party shall be liable for the acts or omissions of such Provider as to such Document.

1.3 <u>System Operations.</u> Each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive Documents.

1.4 <u>Security Procedures.</u> Each party shall properly use those security procedures, including those specified in the Appendix, if any, which are reasonably sufficient to ensure that all transmissions of Documents are authorized and to protect its business records and data from improper access.

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Section 2. <u>Transmissions.</u>

2.1. <u>Proper Receipt.</u> Documents shall not be deemed to have been properly received, and no Document shall give rise to any obligation, until accessible to the receiving party at such party's Receipt Computer designated in the Appendix.

2.2 <u>Verification.</u> Upon proper receipt of any Document, the receiving party shall promptly and properly transmit a functional acknowledgment in return, as specified in the Appendix. A functional acknowledgment shall constitute conclusive evidence a Document has been properly received.

2.3. <u>Garbled Transmissions.</u> If any transmitted Document is received in an unintelligible or garbled form, the receiving party shall promptly notify the originating party (if identifiable from received Document) in a reasonable manner. In the absence of such a notice, the originating party's records of the contents of such Document shall control.

2.4. <u>Confidentiality.</u> No information contained in any Document or otherwise exchanged between the parties shall be considered "original" when printed from electronic files or records established and maintained in the normal course of business.

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Jet Propulsion Laboratory (JPL)
Electronic Data Interchange (EDI) Appendix

Appendix Date: 11/28/95
Appendix Version: 4.0

General Information:

JPL Address: Jet Propulsion Laboratory
                                        California Institute of Technology
                                        4800 Oak Grove Drive
                                        Pasadena, CA 91109-8099

Representative Name:
Title:
Phone:
E-Mail (Internet):

Supplier Company Name:
Address:

Representative Name:
Title:
Phone:
E-Mail (Internet):

Standards:

American National Standards Institute (ANSI)   X12

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Documents:

ANSI Transaction Set Number	Document Name/Description	Transmitted By	Verification Document	ANSI X12 Version
850*	Purchase Order	JPL	997	3020
860	Purchase Order Change	JPL	997	3020
997	Functional Acknowledgement	Supplier	N/A	3020

Industry Guidelines:

No specific industry guidelines are specified at this time.

Third Party Service Providers (TPSP) or Value Added Networks (VAN):

	TPSP/VAN Name	Address
JPL	VAN Inovis	1277 Lenox Park Blvd. Atlanta, GA 30319-6000 (404) 467-3788

TPSP/VAN Contact	Technical Support
TPSP/VAN Phone	800-825-4282
TPSP/VAN Acct or ID #	
Sender/Receiver ID	095633152 (Duns 01)

* The 850 Purchase Order document may contain multiple Order Lines. Each Order Line represents a separate, unique order and will be identified by an "REF" segment containing the characters "MR" followed by a ten digit number. These Order Lines, although contained within the same 850 Purchase Order document, are unrelated and may represent orders from separate orderers. Each of the Order Lines will require one or more bar-coded labels be generated by the vendor and affixed to the items to be shipped.

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Supplier:

_____

        TPSP/VAN Contact   Technical Support
        TPSP/VAN Phone
        TPSP/VAN Acct or ID #
        Sender/Receiver ID

Receipt Computers:

JPL: Pentium Class Machine 166MHz PC or better, 28.8 baud (or faster) modem

Supplier:

Security Procedures:

No special security procedures are required at this time.

EDI Administrative Contacts:

JPL: Kevin Tong
Tiitle: Sr. Software Engineer
Phone: (818) 354-7967
E-Mail (Internet):   Kevin.K.Tong@jpl.nasa.gov

Alternate: Wade Kafkaloff
Title: Sr. Software Engineer
Phone: (818) 354-4769
E-Mail (Internet):   Wade.S.Kafkaloff@jpl.nasa.gov

Supplier:
Title:
Phone:
E-Mail (Internet):

Alternate:
Title:
Phone:
E-Mail (Internet):